



NOMINATIONS DUE
DECEMBER 15

— THE —
BEST

ARE NOMINATED TO
THE BREEDERS' CUP

BREEDERS' CUP STALLION NOMINATIONS
2019 BREEDING SEASON



KEENELAND 

2018 KEENELAND
NOVEMBER
BREEDING STOCK SALE

SALE BEGINS
MONDAY, NOVEMBER 5



NORTH AMERICAN STALLION NOMINATIONS FOR THE 2019 BREEDING SEASON

Nominations must be postmarked by Midnight, December 15, 2018.

Stallions must be nominated annually. 2018 nominated stallions will be sent a renewal invoice.

Please type or print clearly. All amounts payable in U.S. currency. Canadian stallion fees will be converted on December 15, 2018.

OFFICIAL USE ONLY

2019 STALLION

STALLION NAME	YEAR FOALED	SIRE	DAM	ADVERTISED OR FARM FEE	DUE NOW	AMOUNT PAID (U.S.\$)
					\$100 (U.S.)	

OWNER/NOMINATOR INFORMATION

(Stallion awards will be payable to owner/nominator shown)

Nominator _____

Farm Name _____

Address _____

City _____

State/Prov. _____

Country _____ Zip _____

Telephone: _____

Fax: _____

E-mail: _____

STALLION STANDS AT INFORMATION

Farm Name _____

Address _____

City _____

State/Prov. _____

Country _____ Zip _____

Telephone: _____

Fax: _____

E-mail: _____

Breeders' Cup Ltd.:

"I accept this offer to make the above-named stallion eligible to participate in the Breeders' Cup Limited program and agree to be bound by the conditions printed on both sides of this document and enclose payment for \$_____ (U.S. dollars)."

SIGN HERE

Signature _____ Date _____

Owner Syndicate Manager

Authorized Agent Phone () _____

The person signing represents that he or she is authorized to enter into the above agreement on behalf of the owner/nominator.

Owner/Nominator hereby acknowledges that the nominating entity listed as the 'Nominator' shall receive the eligible number of votes as it pertains to the nomination and election of candidates to be Breeders' Cup Members.

As between the Breeders' Cup and the Nominator, the Nominator of record shall have sole responsibility for obtaining the required authorization and consents from any and all entities that own or share interests in the foals or stallions under which the Breeders' Cup nomination is made.

NOMINATION TO THE BREEDERS' CUP BY SUBSCRIPTION OF A FEE EQUAL TO THE AMOUNT OF THE ADVERTISED 2019 STUD FEE AS DESCRIBED BELOW AND IN ACCORDANCE WITH CONDITIONS ON REVERSE HEREOF.

FEE REPRESENTATION

The nominator hereby represents and warrants to Breeders' Cup Limited (BCL) that the Nomination Fee listed hereon is the amount of the advertised stud fee for the 2019 breeding season for the stallion listed. If the stud fee is not or will not be advertised, the Nomination Fee for a particular stallion shall be equal to the "prevailing stud fee" established by the farm, syndicate manager or owner for seasons sold to third parties (excluding any nominations sold privately by shareholders in the stallion). As used in this fee representation, "prevailing stud fee" means, in respect of a particular stallion, the greater of (i) the average of all fees received from the sale of seasons to third parties (excluding any nominations sold privately by shareholders in the stallion), or (ii) the most frequently occurring fee amount received from the sale of seasons to third parties (excluding any nominations sold privately by shareholders in the stallion).

The minimum Nomination Fee is U.S.\$1,000. For purposes of determining the advertised fee only advertisements initiated by and paid by the stallion manager and published prior to February 15 of the year for which the stallion is nominated will be considered. In determining the Nomination Fee from advertisements which offer more than one fee arrangement, only the greater of the fees advertised will be accepted. For purposes of determining the established fee for seasons sold to third parties, the following will apply:

1. If 100% of the seasons from the farm are sold on a no guarantee basis, then a Nomination Fee equivalent to the price of a no guarantee season will be acceptable, provided the payment is made to BCL in full no later than March 1 of the season for which nominated.
2. If seasons are sold on both a live foal and no guarantee basis, then the Nomination Fee must be equivalent to the greater of the two.
3. If 100% of seasons are sold on a live foal basis, the Nomination Fee must be an amount equivalent to the price of a live foal season.

If fee is not paid in full with this form, the nominator hereby promises to pay to the order of BCL, the Nomination Fee as follows:

- A. If based on price of a no guarantee season, fee is due in full no later than March 1 of the season for which nominated.
- B. If nomination is based on the price of other than a no guarantee season; fee is due in equal quarterly installments on January 15, April 15, July 15 and October 15 when unpaid balance of the Nomination Fee shall be due and payable.

NOTE: Adjustments to stallion nomination fees may be considered only if brought to the attention of BCL NO LATER THAN APRIL 15 of the breeding season for which the stallion is nominated.

To be considered for a stud fee reduction, other than reductions resulting from the advertisement of a new stud fee or for a stallion that is only covering farm mares, stallion managers must sign a letter of agreement under which they agree to provide the necessary documentation to confirm the calculation of the "prevailing stud fee," including but not limited to sample contracts and a complete listing of mares bred and fees for seasons sold to third parties (excluding any nominations sold privately by shareholders in the stallion). BCL agrees to keep any such documentation confidential.

Live Foal Assessment:

Nominator shall pay a live foal assessment if the stallion's 2019 coverings result in 50 or more live foals in 2020. Nominator of any stallion with live foals numbering between 50 and 99 in 2020 shall pay a total of 150% of the stallion's stated 2019 nomination fee. Nominator of any stallion that has 100 or more live foals in 2020 shall pay a total of 200% of the stallion's stated 2019 nomination fee.

This assessment will be calculated in September, 2019 using a historical live foal percentage rate of the reported mares bred. Payment of the assessment, less any portion of the nomination fee previously paid, shall be due on October 15, 2019. After live foal reports are filed in 2020, Breeders' Cup Limited will issue either an invoice for any differences or a credit to the stallion's account.

Nominator shall be liable for a delinquency or late charge on past due installments from the installment due date until paid. There shall be no penalty upon prepayment.

Breeders' Cup Limited is a trade association and, accordingly, nomination payments are not deductible as charitable contributions for federal income tax purposes but may be deductible as business expenses. Nominators should consult their tax advisers.

Nominate stallions online at members.breederscup.com

Make checks payable to: Breeders' Cup Limited. Please return original form with payment. Make copy of form (front and back) for your file. If paying by credit card, please use credit card authorization form on facing page.

Send to: Breeders' Cup Limited, Lockbox Number 773632, 3632 Solutions Ctr., Chicago, IL 60677-3006.

SPECIAL CONDITIONS FOR 2019 NORTH AMERICAN STALLION NOMINATIONS

1. Thoroughbred progeny foaled in 2020 (conceived in 2019) of fully nominated North American stallions shall be eligible in their year of birth for nomination to the Breeders' Cup. If BCL should determine that the Nomination fee set forth herein is less than actual advertised or applicable prevailing farm price (as described on the front hereof) at which seasons are sold to third parties, the nominator shall have fifteen (15) days in which to accept the Nomination fee determined by BCL or to request a return of the amount paid hereunder and withdraw said stallion from Breeders' Cup.
2. Horses which finish first through fourth in any Breeders' Cup World Championships race shall earn a nominator award payable to the person nominating the horse or weanling and a nominator award payable to the person that nominated the sire of the horse to the Breeders' Cup. Nominators' awards shall not be transferable without authorization of BCL. Owner/nominator must ensure that BCL has current contact information for the owner/nominator. BCL will make reasonable effort to locate owners/nominators to pay awards. If BCL does not locate an owner/nominator for the payment of an award and owner/nominator does not claim the award within three (3) years from the date of the race upon which the award was determined, the owner/nominator forfeits all claims to the award and it reverts to BCL.
3. The Breeders' Cup purse and awards program may include provisions for purse money enhancements for eligible horses in designated races. The particular races for which allocations may be provided, the amount of respective awards for such races and the terms and conditions under which the purses & awards may be awarded to the connections of eligible horses will be determined by BCL.
4. Nominations received after December 15, but before March 15, will be accepted upon payment of an additional amount equal to 50% of the stallion Nomination Fee. The additional 50% of this fee must be paid on or before March 15; and the December 15 and January 15 amounts also must be paid on or before March 15. The remaining installments must be paid on or before April 15, July 15 and October 15 due dates.
5. Horses entering stud for the first time or returning from the racetrack and arriving at the farm after December 15 may be nominated by making an initial payment for the unpaid installments portion within 90 days after entering stud, and submitting the remaining installment payments on the specified due dates.
6. In the event of the death or permanent retirement of a nominated stallion which has covered mares prior to or on May 15, all installment payments due prior to his death or permanent retirement shall remain due from the nominator. All installment payments due after the date of death or permanent retirement of such nominated stallion shall be waived. In the event of death or permanent retirement of a stallion after May 15, there is no waiver of any Nomination Fee. In cases where the Nomination Fee is predicated on the sale of no guarantee seasons, there is no waiver of any portion of such fee, regardless of the date of death or permanent retirement. In the event of the death or permanent and total disability of a stallion prior to covering any mare, the \$100 Nomination Fee for that season shall be retained by BCL, but any installment payments remitted shall be refunded. In all other cases, the initial \$100 Nomination fee is not refundable for any reason whatsoever.
7. BCL will publish a list of nominated stallions annually, which list may, in the discretion of BCL, state the Nomination Fee, Live Foal Assessment and payment type for each stallion. BCL reserves the right to revoke the eligibility of any stallion nominated hereby in the event such stallion's Nomination fee, Live Foal Assessment or any installment or late charge due thereon, is not paid in full when due. In the event that there is failure to pay the Nomination fee, Live Foal Assessment or any installment or late charge due thereon, when due, eligibility of the offspring from that year's breeding season may be refused or revoked and prior stallion payments will be forfeited. However, any foals conceived during previous breeding seasons while such stallion was nominated shall be eligible to the Breeders' Cup programs.
8. BCL reserves the right to refuse, or revoke, the eligibility of any stallion nominated hereby in the event the nominator fails to timely pay the Nomination fee, Live Foal Assessment, installment or late charge thereon, when due, with respect to any other stallions nominated by the nominator for the current or previous breeding seasons.
9. Stallions standing the 2019 breeding season anywhere in North America must be nominated to the Breeders' Cup programs in order to make foals conceived that year eligible for participation in the Breeders' Cup programs. Foals and horses eligible to any other programs now existing or hereafter adopted outside North America or foals and horses other than those nominated to the Breeders' Cup programs may become eligible for nomination to and participation in the Breeders' Cup programs as provided for in rules and regulations of BCL in effect from time to time.
10. BCL reserves the right, in its sole discretion, to postpone, discontinue, amend or change the conditions of all or any part of the Breeders' Cup program, including its nomination and racing programs and rules and regulations, without limitation or liability. Breeders' Cup programs may be cancelled without notice and BCL shall have no liability except to make distributions of funds in the form of purses or awards less administrative expenses.
11. Breeders' Cup World Championships races and races designated in any other Breeders' Cup purse or awards programs, will be run in compliance with the racing rules and regulations of the applicable authority having jurisdiction of the track where such races are held, except as otherwise set forth in the conditions of the races and/or Breeders' Cup World Championships rules and regulations, which shall control. BCL shall have no liability for the actions of any officials or employees of any such track or for any matter under the control of such track, its officials or employees. Purse and award payments shall be made to the owners or lessees recognized as such by the track and applicable regulatory authority. Nominations are made with the express understanding that said nomination does not assure stall space for horses nominated.
12. Owner/Nominator hereby expressly and irrevocably grants BCL the exclusive right to use, in connection with the promotion of the Breeders' Cup program, the name and likeness of the Owner/Nominator, any horse pre-entered, entered or nominated and of any co-owners, jockeys, trainers, colors, logos, silks, and any other associated or identifying characteristics, as well as any other matter relating to the participation of the horse in the Breeders' Cup program. Promotion by BCL may include, without limitation, televising, broadcasting and/or recording in any manner the races which are a part of the Breeders' Cup program and the activities incident to them, and broadcasting, exhibiting and/or exploiting the same by any means now or hereafter known, including, without limitation, licensing such rights to others for uses approved by BCL. The Owner/Nominator hereby expressly, irrevocably and perpetually waives on his behalf and on behalf of his agents and employees (including the trainers and jockeys) any and all rights he may have in connection with any matter referred to in this paragraph, including, without limitation, any claim for invasion of the right of privacy or the right of publicity, for misappropriation, for infringement of trademark, trade dress and other intellectual property rights, or for any remuneration therefor. Upon demand, Owner/Nominator shall cause any of the aforementioned persons to deliver releases to BCL permitting it to use and exhibit such material. The Owner/Nominator understands and agrees that BCL reserves the right to use names, trademarks, service marks, copyright, symbols, logos, slogans, results, still and motion pictures, audio reports, trailers, promos and other identifying characteristics relating to BCL and the Breeders' Cup program and that any such use by Owner/Nominator of any of them is prohibited without the express consent of BCL. BCL reserves all rights to advertise the Breeders' Cup program in any manner deemed appropriate by BCL.
13. BCL reserves the right to limit the number of entries in any of the races sponsored by BCL. In the event BCL determines it must limit entries, entries will be selected by such method as BCL may determine in its sole discretion including pursuant to BCL's Prohibited Substance Rule, Convicted Trainers Rule or steroid policy. BCL reserves the right to transfer any turf race to main course and to modify the distance of any race to accommodate the track selected for every race and to modify the order in which the races are run.
14. Breeders' Cup Limited (BCL) may refuse the pre-entry or subsequent entry of any horse if, in BCL's sole discretion, its association with any connection (e.g., owner, trainer, jockey) of such horse has engaged in, or become the subject of a regulatory or law enforcement inquiry or action alleging, conduct that is unlawful, unethical or may otherwise compromise the integrity of the Breeders' Cup World Championships. BCL may, in BCL's discretion, refuse the pre-entry or subsequent entry of any horse that has tested positive for any prohibited substance in out of competition testing conducted in connection with the Breeders' Cup World Championships or BCL's Breeders' Cup Challenge Series in the year of the Championships.
15. All claims and objections arising out of the application or interpretation of any rules or conditions related to nominations of BCL shall be decided solely by BCL, in its sole discretion. Information regarding the Appeals Procedure for BCL shall be furnished to any person submitting a written request for such information to Breeders' Cup Limited, Attn: Appeals Board, 215 W. Main St., Suite 250, Lexington, Kentucky 40507. Any person wishing to object to any action or decision by BCL in the application of its rules or conditions related to nominations must, within thirty (30) days of being advised of such action or decision, submit to the Appeals Board a written objection in compliance with the Appeals Procedure and shall be entitled to an oral hearing upon making a written demand as set forth in the Appeals Procedure. The Appeals Procedure shall not be applicable to matters arising with respect to the field selection for the Breeders' Cup World Championships races. Owner/Nominator agrees that any dispute with BCL regarding the BCL Prohibited Substance Rule, Convicted Trainers Rule or steroid policy shall, following the exhaustion of all administrative remedies in the state in which the BCL races are conducted, be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and the award rendered by the arbitrator(s) shall be recognized by Owner/Nominator and BCL and judgment thereon may be rendered in any court having jurisdiction thereof.
16. Nomination of a stallion shall constitute acceptance of the Breeders' Cup Special Conditions for Stallion Nominations whether such nomination is done in writing or electronically. Nominator agrees that a facsimile or electronic copy of this agreement may be accepted as an original, and that facsimile or electronic copies of nominators' signatures may be treated as original signatures and admissible evidence.
17. By providing your e-mail address on this form, you acknowledge that Breeders' Cup Limited may send you information about Breeders' Cup current deadlines and promotions and may share your e-mail address with selected sponsors for promotional purposes. If you do not wish for selected sponsors to send you promotional materials via e-mail, you may opt out at any time by contacting bcnominations@breederscup.com.